

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HOUSING ASSISTANCE PAYMENTS
RENEWAL CONTRACT
Post-Restructuring ContractPHA as Contract Administrator

SECTION 8 PROJECT

NUMBER: _____

SECTION 8 PROJECT NUMBER OF EXPIRING CONTRACT

(if
different): _____FHA PROJECT NUMBER: (if
applicable) _____

This Housing Assistance Payments Contract ("Contract") is entered into between the Department of Housing and Urban Development ("HUD") and _____

_____ ("Owner") pursuant to the Multifamily Assisted Housing Reform and Affordability Act of 1997, title V of Pub. L. No. 105-665 (approved October 27, 1997), 42 U.S.C. 1437f note ("MAHRA"), as amended, the United States Housing Act of 1937, 42 U.S.C. 1437, et seq. ("1937 Act") and the Multifamily Housing Mortgage and Housing Assistance Restructuring Program and Renewal of Expiring Section 8 Project-based Assistance Contracts; Final Rule [list the Fed. Reg. cite for final rule upon its publication] (to be codified at 24 C.F.R. parts 401 and 402) ("Final Rule"). The purpose of this Contract is to provide housing assistance payments on behalf of Eligible Families ("Families") leasing decent, safe and sanitary units from the Owner.

Previously, HUD and the Owner entered into a Housing Assistance Payments Contract ("Expiring Contract") to provide section 8 assistance to the Owner for eligible families living in _____ ("Project"). The contract expired on _____. Subsequently HUD and the Owner entered into a Renewal Contract which expires on _____ ("Expiring Renewal Contract").

The effective date of this Contract is _____.

The Expiring Renewal Contract expires on _____.

HUD and the Owner desire to renew for the term specified below the Expiring Contract **EXCEPT for the Contract Rent and Rent Adjustment Provisions and any Use of Project Funds, Replacement Reserve and Limitation on Distribution Provisions.**

THEREFORE, HUD and the Owner hereby agree as follows:

1. This Contract provides Housing Assistance Payments to the Owner for an initial one year term beginning on _____ and ending on _____ at the contract rent levels listed in Exhibit A.
2. After expiration of the initial one-year term, this Contract shall renew automatically for _____ additional one-year terms, subject to the availability of appropriations in any year.
3. After rent levels have initially been established under section 524(a) of MAHRA, all subsequent adjustments to the Contract Rents shall be determined in accordance with section 524(c) of MAHRA.
4. All terms of the Expiring Contract are renewed except for those provisions relating to contract rents and rent adjustments and any use of project funds, replacement reserve and limitation on distribution provisions.
5. The maximum annual amount of the commitment for housing assistance payments under this Contract is \$ _____.
6. There shall be no rent adjustments during the term of this Contract.
7. The Owner warrants that it has the legal right to execute this Contract and to lease dwelling units covered by this Contract.
8. The Owner warrants that the rental units to be leased under the terms of this Contract are in decent, safe and sanitary condition, as defined by HUD.
9. If HUD notifies the Owner that it has failed to maintain a dwelling unit in decent, safe and sanitary condition and the Owner fails to take corrective action within the time prescribed in the notice, or the Owner has failed to maintain a financially sound project, or the Owner has failed to execute a Restructuring Commitment, HUD may exercise any of its rights or remedies under the Contract, including suspension/abatement of housing assistance payments, even if the Family continues to occupy the unit. If, however, the Family wishes to be rehoused in another dwelling unit with section 8 assistance, HUD may use the abated housing assistance payments for the purpose of rehousing the Family in another dwelling unit. If the

Family continues to occupy the unit, it will do so in accordance with the terms of its lease, including the termination date and amount of rent payable by the Family. Any suspension/abatement of housing assistance payments shall be effective as provided in written notification to the owner. The Owner shall promptly notify the Family of any such abatement. In the event that HUD abates the housing assistance for any unit under this contract, the owner will not terminate the tenant lease or commence eviction proceedings against the family in such unit so as to allow HUD sufficient time to rehouse the family.

10. In accordance with section 8(c)(8) of the United States Housing Act of 1937, the owner shall provide, at a minimum, a one year written notice to HUD and each assisted family about the termination of this Contract. The notice shall comply with HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

If the owner fails to provide this notice in accordance with HUD requirements, the owner may not increase the tenant rent payment for any assisted family until such time as the owner provides the written notice and one year has elapsed from the date that the notice was provided.

11. The owner hereby agrees that, throughout the term of the Use Agreement executed on _____ between _____ and HUD with respect to the project identified above, it shall accept each offer by HUD (either directly, or through a PHA) to renew the Contract (or any Contract, if more than one) for a one year term or such other term as HUD may deem appropriate (which renewal offers shall be subject to HUD's determination, in its sole discretion, that sufficient Congressional appropriations therefor are available), so long as (A) each renewal is consistent with the terms and conditions specified in the Restructuring Plan, dated _____ between Owner and HUD, and such renewal offer is at the Contract Rents in effect on the Contract expiration date, as adjusted by an operating cost adjustment factor determined by HUD in its sole discretion, and (B) such renewal does not cause the term of the Contract to extend beyond the term of the Use Agreement.

Notwithstanding the foregoing, if HUD does not offer to renew the subject Contract within 90 calendar days following expiration of any renewal period, the Owner may refuse to accept such renewal and any future renewal offers made by HUD in connection with such Contract.

12. This Contract shall be construed in accordance with all applicable statutory requirements, and all applicable HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

This Contract is hereby executed with respect to the contract units described in Exhibit A.

CONTRACT ADMINISTRATOR

OWNER

By:

(Official Title)

(Official Title)

Date: _____

Date:

EXHIBIT A**IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS**

Number of Units	Number of Bedrooms	Contract Rent
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